

Contract no. 498

April 2, 1992

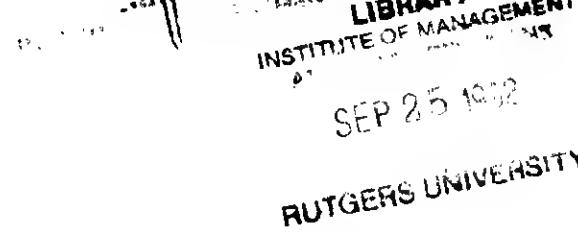
**AGREEMENT**

**between**

**THE HUNTERDON CENTRAL HIGH SCHOOL  
BOARD OF EDUCATION**

**and**

**THE HUNTERDON CENTRAL HIGH SCHOOL  
EDUCATION ASSOCIATION**



**July 1, 1991 to June 30, 1993**

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## PREAMBLE

This Agreement entered into this first day of July 1, 1991, by and between the BOARD OF EDUCATION OF THE HUNTERDON CENTRAL REGIONAL HIGH SCHOOL DISTRICT, Flemington, New Jersey, hereinafter called the "Board" and the HUNTERDON CENTRAL HIGH SCHOOL EDUCATION ASSOCIATION, hereinafter called the "Association."

## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all regular full and part-time secretaries not otherwise excluded, aides, printer, and mechanics, and for all certified personnel whether under contract, on leave, employed by the Board, including: all teachers, guidance personnel, librarians, nurses, coordinators of the work study programs, coordinator of the audio-visual aides, athletic trainers, safety officer/science aide and all professional members of the staff who do not hold full administrative positions, and not noted above but excluding: Superintendent, Principal, Assistant Principals, Vice Principals, Department Chairpersons, Coordinators, Supervisor of Athletics, Director of Instructional Materials Center, Director of Pupil Personnel Services, Director of Plants/Facilities, custodial/maintenance personnel, transportation personnel and substitute teachers.
- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all certified professionals represented by the Association as noted above in Paragraph I.A., and references to male teachers shall include female teachers.
- C. Unless otherwise indicated, the term "employees" shall refer to all employees of the Board, professional and non-professional, as noted above in Paragraph I.A.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-1 et seq., as amended) in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall

begin not later than November of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed, and be submitted to the Board and the Association for ratification.

- B. During negotiations, the Board and the Association shall present all relevant data, exchange points of view and make proposals and counter-proposals.
- C. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D.
  - 1. Representatives of the Board and the Association's Negotiating Committee shall meet when necessary as determined by either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
  - 2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
  - 3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned instructional responsibilities, unless otherwise agreed.
  - 4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, signed by the Board and the Association, and be adopted by the Board and the Association.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter

whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. Definitions:

1. A "grievance" is a claim based on any of the provisions of this Agreement and/or past common practice resulting from an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application thereof.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The term "school days" shall include days school is in session during the regular school term, September through June, and all non-national holiday weekdays, Monday through Friday, during June, July and August.
5. An aggrieved person shall have thirty (30) school days from the date of the occurrence or the first knowledge of said occurrence to initiate a grievance. Failure to initiate a grievance within said period of time is deemed a waiver of all steps on the grievance procedure.

##### B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that those proceedings will be kept as informal as is mutually agreeable and confidential at every level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee or group of employees having a

grievance to discuss the matters informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure:

1. Since it is important the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Immediate Supervisor

An employee or group of employees with a grievance shall first discuss it with his or their immediate supervisor or appropriate member of the administration, either directly or through the Association's Grievance Committee, with the objective of resolving the matter informally.

3. Level Two - Superintendent

If the aggrieved person or group of persons is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, for further consideration, he must file the grievance in writing with the Chairperson of the Association's Grievance Committee within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. If the Grievance Committee determines that the grievance is meritorious, for further consideration, it must submit the grievance to the Superintendent of School District within five (5) school days after receiving the written grievance.

4. Level Three - Conflict Resolution Board

If the aggrieved person or group of persons is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the grievance is passed on to:

- a) the Board of Education if the grievance involves evaluations or discipline arising out of evaluations; or
- b) the Conflict Resolution Board if the grievance concerns matters other than those mentioned in a).

A Conflict Resolution Board, consisting of two Board of Education members (not then serving on the Personnel Committee) to be selected by the Board and two teachers (not in any way involved in the grievance at hand) to be selected by the Association and two at large members (one selected by the President of the Association and one by the President of the Board, with neither being a member of the selecting group) shall review the grievance, with full power to hear all witnesses, assess all relevant information, and see all pertinent documents.

The Conflict Resolution Board shall, having finished its deliberations, send its findings to the President of the Board of Education and the President of the Education Association. These findings shall include an assessment of the validity of the grievance at hand, recommendations for its resolution if it is found to be a valid grievance, and recommendations for avoiding similar difficulties in the future.

If the Conflict Resolution Board cannot resolve the difficulty in fourteen (14) calendar days, it shall submit a written report to the Board of Education and the Association. The grievance shall then be referred to the Board of Education.

5. Level Four - Board of Education

If the aggrieved person or group of persons is not satisfied with the disposition of the grievance at Level Three, he must within five (5) school days after a written decision rendered by the Conflict Resolution Board, or fourteen (14) calendar days after the grievance was delivered to the Conflict Resolution Board, whichever is sooner, request in writing that the Chairperson of the Grievance Committee submit his grievance to the Board. If the Grievance Committee determines that the grievance is meritorious for further consideration, it must submit the grievance for the Board within fifteen (15) school days after receipt of a request by the aggrieved person or group of persons.

6. Level Five - Arbitration

a. If the aggrieved person or group of persons is not satisfied with the disposition of his grievance at Level Four, or if no written decision has been rendered within ten (10) school days after the grievance was delivered to the Board, for further consideration, he must within five (5) school days after a decision reduced to writing by the Board or within fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Chairperson of the Grievance Committee submit his grievance to arbitration. If the Grievance Committee

determines that the grievance is meritorious for further consideration, it must submit the grievance for arbitration within fifteen (15) school days after receipt of the request by the aggrieved person by requesting a list of arbitrators from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

- b. The arbitrator so selected shall confer with the representatives of the Board and the Grievance Committee and hold hearings promptly and shall issue his decision as soon as possible, but not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decisions shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties except in cases dealing with the non-renewal of a non-tenured teacher in which the arbitrator's decision shall be advisory only.
- c. The costs for the services of the arbitrator, including per diem expense, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employees to Representation:

1. Any party in interest may be represented at all stages of the grievance procedure by himself or at his option by a representative from the Grievance Committee of the Association. Professional counsel may be used for representation when it is so indicated on the written grievance or mutually agreed to by both parties.
2. No reprisals of any kind shall be taken by either party, Board and/or representatives or Association and/or representatives, against any party in interest or other participant in the grievance procedure by reason of such participation.

E. Miscellaneous:

1. Following Level One, the Grievance Committee may process a grievance through all levels of the grievance procedure even though the aggrieved person or group of persons does not wish to do so.
2. Decisions rendered at Level Two, Three, Four and Five of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee and the Board's Personnel Committee. Decisions rendered at Level Five shall be in accordance with the procedures set forth in Section C, paragraph 6. c. of this Article.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file, available to the Superintendent, the Chairman of the Association's Grievance Committee, or a party in interest appointed by either of the above, and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of a grievance procedure.
5. No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV

EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Pursuant to Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-1, et seq., as amended), the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall

not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any employee, administrator, or Board member such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance/arbitration procedure herein set forth except when precluded by law.
- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. Individuals associated with the Board of Education, administration and the Association will not discuss with the students or attempt to influence students' opinions in regard to any matter under discussion by the parties to the Agreement. This applies during school days and at school-sponsored activities.
- F. Any questions or criticism of an employee, Board member or administrator shall be made in confidence and not in the presence of students, parents or any public gatherings.
- G. If an employee is required to attend a meeting with the Board, Superintendent or a designated representative for the purpose of discipline, he will be so advised and may have an Association representative present during such a meeting.
- H. Board members, employees and administrators shall be guided by the Code of Ethics of their respective organization.

## ARTICLE V

### PERSONAL AND ACADEMIC FREEDOM

- A. The Board and the Association agree that the private and personal life of an employee is within the appropriate concern or attention of the Board only when it interferes with the employee's responsibilities to and relationship with students and/or the school system.
- B. The Board and the Association agree that employees will be entitled to full rights of citizenship, and no religious or political activities of any employee outside of school, or the lack thereof will be grounds for a disciplinary action or discrimination with respect to the employment of such employee, providing they do not violate the Constitution of the United States.

## ARTICLE VI

### ASSOCIATION PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, list of certificated personnel, agenda and minutes of all board meetings, student census data, names and addresses of all employees, and such information that shall assist the Association in developing intelligent, accurate and constructive programs on behalf of the employees and students, together with information that may be necessary for the Association to process any grievance or complaint.
- B. Representatives of recognized bargaining units, i.e., the Association, and New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall have the privilege to use the school buildings at all reasonable hours for meetings. A request to the Director of Support Services shall be made in advance of the time and place of all such meetings. School buildings may not be used from 11:00 p.m. to 6:00 a.m.
- D. The Association shall have the privilege to use school facilities normally available to employees. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and will assume responsibility for its proper operation and maintenance.

- E. In each school building in which there is not a staff lounge or dining room, the Association shall have space to post notices on existing facilities.
- F. The Association shall have the privilege to use the inter-school mail facilities and school mail boxes.
- G.
  - 1. The Board of Education agrees to grant up to five (5) days' leave to the President of the Association for duties in connection with his office. The Association President shall be relieved of homeroom assignment.
  - 2. The Association President will be assigned a minimum of two (2) duty-free periods per day scheduled to his convenience to the extent possible.
- H. Office space will be provided for the Association President, and a telephone may be installed and maintained at Association expense.

## ARTICLE VII

### TEACHER WORK YEAR

- A. The school calendar shall be set forth in Schedule "D". The school calendars for the subsequent years of this contract shall be established in accordance with Board policy and once established affixed to this Agreement.
- B. The in-school work year of teachers employed on a ten month basis (other than new personnel who may be required to attend an additional two days of orientation) shall not exceed one hundred eighty-three days, and the in-school work year of a teacher employed on a twelve month basis shall include one month's vacation. This time is to be arranged by mutual agreement.
- C. The in-school work year shall include the following:
  - 1. Days when students are in attendance;
  - 2. Orientation days;
  - 3. One (1) "Back-to-School Night." As compensation, teachers will be entitled to leave at the conclusion of exams on one (1) day during mid-term exam week scheduled by the administration; and
  - 4. Any other days on which teacher attendance is required.

## ARTICLE VIII

### SALARIES

- A. The salaries of all employees covered by this Agreement for the school years 1991-92 and 1992-93 are set forth in Schedule A, Schedule B (Secretarial, Aide and Clerk Guide), and Schedule C which are attached hereto and made a part hereof.
- B.
  - 1. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments on the 15th and 30th.
  - 2. Employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be deposited in the Hunterdon County Credit Union. The Board's responsibility shall be limited to forwarding a single check after each pay period covering the total amount to be deposited. It shall be the responsibility of the financial institution and the individual employee to maintain individual accounts. The check to the Credit Union will be mailed not later than the business day following each pay day.
  - 3. When a pay day falls on or during a school holiday, a personal vacation day, or week end, employees shall receive their paychecks on the last previous working day on which the banks are opened, provided the checks are available from the computer.
  - 4. Teachers shall receive their final checks on the last working day in June after all their obligations have been met.
  - 5. The compensation for Home Instruction shall be at the rate of twenty-five (\$25.00) per hour for the time spent in actual instruction. Home Instruction teachers shall be reimbursed for mileage from the school to the student's home and back to the school at the rate of \$.25 per mile. Mileage vouchers may only be submitted on December 1, March 1, and June 10.
  - 6. The compensation for regular work during the summer shall be at the rate of the average teacher daily salary.
  - 7.
    - a. Teachers employed during the summer in workshops will be compensated at the rate of eighty dollars (\$80.00) per day.
    - b. Curriculum work during the summer shall be compensated at the rate of one hundred dollars (\$100.00) per day.
    - c. The normal workday for such activity will be 8:00 a.m. to 3:30 p.m. with an hour lunch period.

8. a. Teachers shall be notified of summer employment on or before May 30.
- b. Employees who work ninety (90) or more days during the school year will be advanced to the next salary step for the following school year.
9. Teachers who complete graduate study which result in movement on guide levels shall have their salaries adjusted in the month following the submittal of official transcripts to the Personnel Office.
10. Experience in private school or private sector may be credited on the salary guide at 75% to 100% per year to a maximum of Step Six on the secretaries' guide and Step Ten on the teachers' guide.
11. Teachers employed for extra-curricular activities for payment as set forth in Schedule C which will be increased by the same percentage as teachers' settlement in each year of the contract and will be paid in accordance with the following schedule:

To be paid by separate checks on the 15th of each month September through June (10 month basis):

HOSA  
VICA  
Yearbook Advisor (Business and General)  
Student Council Advisor (2)  
Publication Advisor (Lamp)  
Honor Society Advisor  
Debating and Forensics Coach

FFA Advisor  
Math Club  
FBLA Advisor  
DECA  
Interact  
Key Club  
Freshman Class Advisor  
Mock Trail Advisor

Supervisor of Fine Arts  
Instrumental Music Advisor  
Assistant Instrumental Music Advisor  
Coordinator of Dramatics  
Academic Competition Advisor  
Vocal Music Advisor

C. Seasonal Extra-Curricular Pay Schedule

Payable in six (6) equal payments:

September 15/30; October 15/30 and November 15/30 - Football, Soccer, Cross Country, Girls' Hockey, Gymnastics, Marching Band, Fall Cheerleading and Girls' Tennis.

Payable in ten (10) equal installments:

November 15/30; December 15/30; January 15/30; and March 15/30 - Basketball, Wrestling, Indoor Track, Ski Club Director and Winter Cheerleading.

Payable in eight (8) equal installments:

March 15/30; April 15/30; May 15/30; and June 15/30 - Baseball, Track, Golf, Lacrosse, Softball and Boys' Tennis.

3. Senior Class Advisor(s), Devil's Cabaret Advisor(s), Junior Class Play Advisor(s) will be reimbursed the 15th of the month following the date of production.
4. The last payment to coaches will be withheld until said coaches complete the same requirements imposed upon classroom teachers in completing their teaching assignments.

D. All per diem teachers are to be paid at a rate commensurate with their background and experience based on Schedule A. No fringe benefits are to be paid unless employment equals or exceeds half-time.

E. Upon proof of purchase, the Board shall reimburse each mechanic \$150 per year for tool replacement. One pair of safety shoes and one pair of safety glasses shall be provided by the Board of Education each year. Safety shoes shall be required to be worn at all times during working hours. Safety glasses shall be worn at appropriate times during working hours. A failure to wear safety shoes and safety glasses while working can subject a mechanic to disciplinary action.

F. The Board reserves the right to assign guidance personnel to work during evening hours, in the counseling center, in addition to their normal work day, subject to the following provisions:

1. Guidance personnel shall receive no additional compensation for working their first two (2) evening assignments of the school year.
2. Guidance personnel shall be compensated for working their third and fourth evening assignments of the school year, at a rate of \$20.00 per hour;
3. Guidance personnel shall not be assigned more than four (4) evening assignments during a school year.

## ARTICLE IX

### WORK YEAR

- A. The secretarial work year shall be all weekdays during the secretaries' contract period with the exception of scheduled personal vacation days granted by the Board on the school calendar as vacation periods.
- B. Twelve month secretaries will work on legal holidays when school is open and in return will be permitted to take compensatory time off at a straight time rate, for that time worked, during the months of July and August.

Ten month secretaries will work on legal holidays when school is open and in return will be compensated with an additional day's pay for each holiday worked added to the vacation reward. This section shall not apply to secretaries initially employed after July 1, 1991.

- C. Secretarial Contract Work Periods: Annual contracts are effective from July 1st through June 30th of the following year.
- D. Shipping and Receiving Clerk shall have the same work schedule as secretaries, except for Christmas and Easter vacations. Compensatory time for work during those vacations shall be worked out with the immediate supervisor.
- E. The work year of bus maintenance employees shall be as follows:
  1. Full time bus maintenance workers shall be employed on an annual twelve (12) month basis.
  2. All official state holidays are to be paid holidays.
  3. Bus maintenance workers will be required to work either Christmas Eve or Easter Monday, not both.
- F. Every effort will be made to equalize work loads through the study of actual experience. The employee organization recognizes the employer's right to change work assignments and work loads to achieve this purpose.

ARTICLE X

DAILY WORK HOURS

A. The secretarial and shipping and receiving clerk work day will be as follows:

1. The daily work hours from September 1st through the last day of classes before the summer recess will be 7-1/2 hours per day. The time schedule may vary but normal work hours will be approximately from 7:30 a.m. to 3:30 p.m. A lunch period of forty (40) minutes is taken on employee time. Adjustment in time schedules may be modified by the immediate supervisor, maintaining the 7-1/2 hour day.
2. The daily work hours from the end of the academic year through August 31st will be 8:00 a.m. to 3:30 p.m. with one hour for lunch.
3. On any day the school cafeteria is not open for employee use, all employees shall have a one hour lunch period. The work day will not be lengthened to accommodate this lunch.
4. Each employee shall receive one fifteen (15) minute break in the a.m. per day. The time when the break occurs is subject to the approval of the immediate supervisor.
5. Employees shall not be required to work on days school is closed for reasons of safety, such as weather conditions. If school should dismiss early for such reasons, employees will be permitted to leave. The day will be considered as a full day worked. After conditions have become safe, an employee may be requested to come to work by the immediate supervisor at the standard rate of pay.
6. Employees shall not be required to work when custodians are not present in the building.
7. The Association and the Board agree that at the beginning of each school year, the Board shall post the switchboard assignments for when school is closed. The Board shall thereupon develop a list in order of seniority from those employees who volunteer and assign said work on a rotating basis in order of seniority. If an insufficient number of volunteers come forward, the Board reserves its right to assign on an involuntary basis.

B. The bus maintenance workers' work day shall be as follows:

1. The work day shall consist of eight and one-half (8-1/2) hours including forty (40) minutes uninterrupted lunch hour.
2. Each employee shall receive two (2) uninterrupted coffee breaks of fifteen (15) minutes. The times should be

mutually agreed upon by the employee and the immediate supervisor.

3. On days school is closed due to weather conditions, employees are expected to report to work since snow removal is essential for school reopening. However, it is understood that unusual weather conditions may make roads impassable and unsafe. As a result, an employee might be unable to report to work. Under these circumstances, the employee shall not be penalized if he is excused by his supervisor.
4. Whenever the cafeteria is closed during the day, the lunch hour shall be sixty (60) minutes. The work day shall not be lengthened to accommodate this lunch.
5. A fair and equitable system for the selection of workers for overtime work shall be established by mutual agreement between the Board and the Association.

## ARTICLE XI

### OVERTIME

#### A. Secretarial

1. Overtime shall be paid for all hours authorized and working in conformance with the minimum wage and hour law in the State of New Jersey. Overtime is one and one-half (1-1/2) times the hourly rate. Holidays, personal days, sick days, funeral days, or any other paid absence from work will count as days worked in the computation of overtime. Overtime for secretaries on holidays and vacation days will be paid at time and one-half (1-1/2) plus the regular day's pay. In the event of no volunteers, the Board can mandate overtime. All secretarial and clerical employees will complete a time sheet for each week worked, have it signed by their immediate supervisor, and turned in to the payroll clerk promptly each pay period.
2. All secretarial and clerical employees shall take switchboard duty for one eight (8) hour day which is a school calendar vacation day (other than legal holidays) as a part of their work requirement. The selection of a day to serve will be done in the order of employee seniority. This day shall be paid at the overtime rate if no one volunteers as per Article X, Section A. 7.
3. A secretary will be paid at a time and one-half (1-1/2) rate for weekend work and be given four (4) hours minimum guaranteed call-in pay on weekends.

B. Bus Maintenance Personnel

1. Overtime is defined as any time spent at regular duties or other assigned duties consistent with this Agreement, either before/after regular daily work hours, or any day other than provided in the regular work year.
2. All overtime must be voluntary and mutually agreed upon by the employee and their immediate supervisor.
3. All overtime will be rounded to the nearest half (1/2) hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1-1/2) times the regular hourly salary. A standard form, showing hours of overtime and overtime salary will accompany each check.
4. All overtime worked, not continuous with regular work hours, shall be for a minimum of three (3) hours duration.
5. In the event of no volunteers, the Board of Education can mandate overtime.

ARTICLE XII

VACATION

A. Secretarial employees and bus maintenance employees will be granted vacation pursuant to the following provisions:

1. In scheduling vacations, first consideration shall be the needs of the school, after which seniority shall be governing. Eligibility shall be computed as of July 1st. The last two weeks before the opening of school will not be used for vacation periods unless approved by the immediate supervisor and the Superintendent.
2. Vacation periods for twelve (12) month secretaries and bus maintenance:
  - a. First year through fifth year of employment - ten (10) working days will be granted as vacation time.
  - b. Sixth year through fifteenth year of employment - fifteen (15) working days will be granted as vacation time.
  - c. Over fifteen years of employment - twenty (20) working days will be granted as vacation time.

3. a. Ten-month secretaries will receive pay for eight (8) days as a vacation award. This section shall not apply to secretaries initially employed after July 1, 1991.
- b. Twelve-month employees who have not worked a full year in the first year of employment will receive a prorated vacation based on 2.a. above.
4. An employee who requests extra vacation time and has it approved by the immediate supervisor and the Superintendent will have his salary reduced by the hourly rate multiplied by eight (8) times the number of work days missed.
5. Upon leaving employment at Hunterdon Central, any employee who has unused vacation days due him will be paid for such days at his regular rate of pay.
6. A reply to a request for a vacation shall be received by the employee within five (5) working days of the request.

### ARTICLE XIII

#### TEACHER FACILITIES

- A. All school facilities shall be available to staff members for professional use subject to the following criteria:
  1. School facilities that are within the normal operational duties of staff members are available for use for professional purposes on school days until 11:00 p.m. and weekends from 6:00 a.m. to 11:00 p.m. All interior and exterior doors and windows will be locked securely when leaving the building in the area used by the teacher.
  2. When school facilities are used and a custodian is not on duty, staff members will assume responsibility for building security in the area of use.
  3. On non-school days, staff members shall record the time and facilities used in the office of the Principal.
  4. It is agreed that all staff members shall exercise sound and prudent judgment in the control of keys to school facilities.
  5. When students are involved in activities outside the normal school day, it is agreed that no student or group of students be left in a building after the building has been secured.

6. Upon request, staff members shall be privileged to receive, from the Director or person in charge, a key to the Instructional Materials Center issued for specific periods of time for the purpose of professional preparation. The use of the Instructional Materials Center shall be in accordance with the standard operational procedures.
7. A teacher, upon request, shall be issued those keys necessary to obtain access to his teaching stations.

B. The school shall have the following facilities:

1. Adequate space in which teachers may store instructional materials and supplies;
2. A teacher work area containing adequate equipment and supplies to aid the preparation of instructional materials;
3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the use of staff as a staff lounge;
4. A communication system so that teachers can communicate readily with the office from their area;
5. A separate private dining area for the exclusive use of the staff;
6. Adequate off-street, paved parking facilities properly maintained shall be identified for staff use;
7. Upon request, a Webster Collegiate Dictionary or its equivalent shall be available to any teacher on an annual sign-out basis through the Instructional Materials Center.
8. A serviceable desk and adequate facilities for each teacher.

C. Upon request, any teacher shall be provided with a smock, laboratory coat, or shop protective garment. Laundering service for all said items shall be provided without charge to the teacher.

D. All teachers who are assigned to teach in more than one building shall have a desk or other equivalent facilities and a place to store materials and supplies in an office, classroom or teacher work area for their personal use in each building. These facilities will be available pursuant to Section "A."

## ARTICLE XIV

### NON-TEACHING DUTIES

In order to preserve the managerial prerogative regarding duty assignments, and also to provide a degree of equity concerning lunchroom coverage, the following program will be implemented:

1. In the event that a staff member must be used over and above the two marking periods over two years, he/she will be compensated at the rate of twenty dollars (\$20.00) per period.
2. Volunteers for lunch duty and coverage as cited above, will be accepted first, but if insufficient volunteers are available, the administration will assign the duty.
3. Other duty assignments will be made at the discretion of the administration.

## ARTICLE XV

### INSTRUCTIONAL COUNCIL

- A. A joint Instructional Council shall be established as soon as possible after the effective date of this Agreement. It shall consist of three (3) representatives appointed by the Association and three (3) members appointed by the Superintendent. The council shall meet at least twice each month and advise the administration, the Board and the Association on such matters as teaching techniques, curriculum improvement, extra-curriculum programs, in-service training, testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings, curriculum of summer school, and other related matters regarding the effective operation of the Hunterdon Central High School District.
- B. The Instructional Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings. A quorum of the Instructional Council shall consist of four (4) members.
- C. In addition to whatever unassigned time they may be entitled to under the terms of this Agreement, teachers who are members of the Instructional Council or any of its sub-committees shall be provided with released time for the purpose of working on any of the projects defined above if approved by the Superintendent.
- D. Nothing in this Article shall be interpreted to prevent the Instructional Council from consulting or adding to its number such additional teachers, professional advisors, parents,

students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

## ARTICLE XVI

### SICK LEAVE

- A. All employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that date.
- B. Twelve non-accumulative additional sick leave days shall be allowed to employees each school year as of the first official day of said school year, whether or not they report for duty on that date.
- C. All accumulated sick leave days shall be used before non-accumulated sick leave days.

## ARTICLE XVII

### TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year in addition to any sick leave to which the employee is entitled.

1. Two (2) days' leave of absence for personal legal business, or family matters which require absence during school hours. Application to the employee's immediate supervisor for personal leave shall be made at least five (5) days before taking such leave except in cases of emergencies and the applicant for such leave shall not be required to state the reason for taking such leave. It is understood that such personal leave excludes vacations, household and other routine matters which could otherwise be equally satisfactorily performed on days when school is not in session.
2. Each employee may accumulate one unused personal day for use in the following year only. After May 1st of each school year no more than one personal day may be taken.
3. The Board recognizes the value of school visitations and attendance at meetings or conferences of an educational nature, and encourages members of the faculty to participate in those visitations, meetings, and/or conferences which can contribute to the program within the school. Five (5) days' advance notice shall be given to the immediate supervisor. Administrative approval must be granted by the Superintendent/Principal.

4. Adequate time to attend conferences and conventions of state and national professional organizations. Applications to the teacher's immediate supervisor for such leave shall be made at least five (5) days before taking such leave. Administrative approval must be granted by the Superintendent/Principal.
5. Time necessary for appearances in any legal proceeding connected with the employee's employment, or with the school system if the employee is required by law to attend.
6. Up to five (5) days at any one time in the event of death of an employee's spouse, child, parent, brother, sister, any other member of the immediate household and mother-in-law and father-in-law. In all other cases, one (1) day shall be granted unless a longer leave is approved by the Superintendent.
7. Days for which application may be made at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held. To be effective said application must be approved by the Superintendent.
8. One (1) day for the purpose of attending the marriage of a member of the immediate family.
9. Time necessary for persons called into temporary active duty, not to exceed three (3) months, of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any which he receives from the State or Federal Government.
10. No more than five (5) days' leave shall be used for the purpose of marriage.
11. In the event of jury duty, the Board of Education will continue to pay the employee's salary. The employee shall sign over to the Board any jury duty reimbursement. An employee who is not selected for a panel and is dismissed by the court is to report to his/her immediate supervisor.
12. The Board shall grant one (1) day leave of absence as a family illness day.
13. Other leaves of absence with pay may be granted by the Board for any good reason, and extensions or renewals of leaves shall be granted if approved by the Superintendent.

ARTICLE XVIII  
EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that employee(s) designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, or is a full-time participant in either such programs, or accepts a Fullbright Scholarship.
- C. An employee on tenure may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.
- D. Military leave without pay shall be granted to an employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.
- E.
  - 1. The Board of Education shall provide leaves of absence for any employee of the district whose absence from duties is due to a physical or mental disability.
    - a. An employee who has an actual or anticipate disability shall present to his supervisor a written statement from his physician (as soon as possible) showing the date or estimated date of disability. The employee shall then be required to submit a physician's statement that the employee is physically or mentally fit to perform his assigned duties. Notwithstanding this certification of fitness, if the performance of an employee has substantially declined from that performance demonstrated by that same employee at the time immediately prior to the notification of fitness, or when said employee has been absent more than three (3) consecutive days, or a total of ten (10) days following the date of notification of actual or anticipated disability, the employee shall then be required to submit a physician's statement stating that he is physically fit to perform the duties assigned to him.
    - b. If the district is not satisfied with the statement from the employee's physician, it may request a review and examination by the school physician or a physician selected by the district. In the event the employee refuses to see the physician appointed by the district or in the event the physician appointed by the district offers a contrary opinion to that of the employee's

physician, both parties shall agree upon an impartial third physician whose medical opinion shall be binding on the issue of medical capacity to continue in the performance of duties.

- c. If as a result of such examination, the employee is found to be fit to perform the assigned duties, he may do so, or in the case of an anticipated disability due to pregnancy, have the option to request a leave of absence in accordance with paragraph 2 of this policy.
- d. If as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on a mandatory sick leave with such compensation which he is entitled under the sick leave policies of this Board, until proof of recovery satisfactorily to the Board is furnished.

## 2. Maternity Leave

A maternity leave is a disability leave that shall be granted by the Board of Education. If a staff member is pregnant, she should get a letter from her doctor indicating her expected date of delivery and when her doctor anticipates the start of her disability. She should submit this letter and a letter of notification to the Board informing the Board of her intentions to 1) resign, 2) take a child rearing leave, or 3) return to work.

During this period of disability the staff member will be using her sick days and will be paid accordingly. If she has used all her sick days, she may then apply for coverage under the schedule of the state disability plan. At the end of her disability, she must get a letter from her doctor certifying that she can resume her responsibilities at work. As in any disability, the end of this disability period is determined by her health and her doctor's advice.

A non-tenured teacher cannot request a maternity leave that shall exceed the duration of her contract of employment.

## 3. Child Rearing Leave

In the case of a birth or adoption of a minor child, any employee may request a leave, without pay or emoluments, for child rearing purposes. Such leave shall be granted subject to the following:

- a. Where a husband and wife may be employees of the school system, only under the most extraordinary circumstances shall both be permitted to request such a leave; and

- b. Return from a child rearing leave shall occur at the beginning of a semester as defined by the school calendar; and
- c. A non-tenured teacher may be granted child rearing leave for the remainder of the year during which the birth or adoption occurs; and
- d. A tenured teacher may be granted up to two years of child rearing leave from the time at which birth or adoption occurs; and
- e. In the case of a female teacher, a child rearing leave may become effective immediately upon the termination of a disability leave due to pregnancy; and
- f. Such a request must be in writing and submitted at least one month prior to the anticipated commencement of the leave indicating a preference for particular starting and return dates of the leave of absence. The request and preferences for particular starting date is subject to Board approval.

4. Upon return to employment, an employee shall not be advanced on the salary schedule unless he/she has worked at least ninety (90) days during the last year of employment prior to the leave.

F. Other leaves of absence without pay shall be granted by the Board or by the Superintendent with the approval of the Board for good reason of value to the employee and the district.

G. 1. Upon return from leave granted pursuant to Section B, C, or D of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that the time spent on said leave shall not count toward fulfillment of the time requirements for acquiring tenure. However, credit on the salary schedule for leaves taken pursuant to Section D of this Article shall be limited to a maximum of four (4) years. Upon return from leaves granted pursuant to Sections B, C, or D of this Article, the salary increment received by the employee shall be determined by the value of leave to the position held by the employee.

2. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to a position on the same basis as if he had been employed by the Board during the period of his absence.

H. All extensions or renewals of leaves shall be applied for in writing to the Superintendent within thirty (30) days prior to the expiration of such leave.

## ARTICLE XIX

### SABBATICAL LEAVES

A. A teacher on sabbatical leave shall be considered equivalent to a regularly and fully employed teacher in the Hunterdon Central High School District, and, as such, shall be fully entitled to all rights, privileges and benefits pertaining thereto.

B. A sabbatical leave shall be granted to a teacher by the Board for study and/or for other reasons of value to the school system, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of three (3) teachers per year until the teaching staff exceeds one hundred seventy-five (175) then the maximum shall be four (4).
2. If there are sufficient qualified applicants, the maximum sabbatical leaves granted shall be the equivalent of three (3) semesters per year.
3. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than November 1st of the school year prior to the period for which sabbatical leave is requested. Action must be taken on all such requests no later than January 15th of the school year prior to the period for which sabbatical leave is requested.
4. The teacher has completed at least five (5) full school years of service in the Hunterdon Central High School District.
5. A teacher on an approved sabbatical leave shall be paid sixty percent (60%) of his salary for a full year sabbatical. A teacher on a half year (1/2) year sabbatical shall be paid full salary if his approved program is in graduate work.
6. A teacher on a sabbatical leave shall be obligated to continue his employment with the district for a period of two (2) years following the leave or repay the Board for the salary received while on sabbatical leave. This clause shall be waived in the event of unanticipated retirement for health reasons, disability, military leave or other reasons acceptable to the Board.

7. A teacher who cannot complete an approved sabbatical because of sickness or pregnancy, must notify the administration of this fact and request sick or maternity leave.

C. The Board and the Association agree to establish jointly a Committee on Sabbatical Leaves which shall consider and pass on all applications and requests for sabbatical. The Committee on Sabbatical Leaves, hereinafter referred to in this Article as "the Committee" shall consist of three (3) members appointed by the Superintendent, and three (3) members of the Association's Professional Improvement Committee. During its considerations of applications the Committee shall be guided in part by the following criteria:

1. The purpose of the sabbatical leave.
2. The benefit of the sabbatical leave to the school district.
3. The course description for courses taken under the sabbatical leave.
4. Applicant's intent to apply for a grant, fellowship or scholarship.
5. Applicant's obligations to the institution in which he is studying, upon accepting a grant, fellowship, or scholarship.
6. Length of the sabbatical leave.

The Committee shall not regard any one of the above enumerated criteria as a mandatory requirement for sabbatical leave, but, rather, each application shall be considered on the basis of its own merits. The Committee shall establish an application form in which the applicant shall furnish such information as will render the Committee knowledgeable of the applicant's status with respect to the above enumerated criteria, and such additional relevant information as the Committee, in its judgment, deems necessary.

D. If, for any reason, the purpose for which sabbatical leave is granted is terminated, the Superintendent must be notified immediately.

E. At the conclusion of the sabbatical and return from leave, the teacher(s) shall be obligated to make a formal presentation of his/her sabbatical topic before the Board and/or interested staff.

## ARTICLE XX

### REPORTING ABSENCES

Teachers shall call the school by 6:30 a.m. to report unavailability. In the event of an emergency, the employee can reach the school via the recorder phone until 7:30 a.m. It shall be the responsibility of the school to arrange for a substitute. Teachers/staff are to call the evening before the absence if possible.

## ARTICLE XXI

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.
- B. Education Expenses
  1. All coursework for which the school district is expected to make payment must be approved in advance of any type of commitment by the school district Superintendent, subject to appeal pursuant to Section B, paragraph 1. of this Article.
  2. Any teacher without prior teaching experience will not receive approval for any reimbursement course work during the teaching portion of the first year of employment by the Hunterdon Central High School District.
  3. The items for reimbursement are tuition, fees, and required textbooks. Textbooks retained by the teacher shall be reimbursed at fifty percent (50%) of cost. Those textbooks deposited in the school's professional library by the teacher shall be reimbursed at one hundred percent (100%) of cost.
  4. Reimbursement will be made by the Board of Education upon submission of receipts, etc. by the teacher to the Superintendent for payment from the college and the bookstore. Payment will be made following submission of evidence by the teacher that the course has been satisfactorily completed and a passing grade received. To be considered passing, a grade must be accepted toward graduate credit by the college attended or in the field of vocational education or computer technology.

5. For teachers under tenure, the Board of Education will pay the tuition for a maximum of twelve (12) credits within one (1) year, non-accumulative. Teachers on sabbatical leave shall be paid the tuition for all courses that are in field and in excess of a maximum of twelve (12) credits. Whether or not they are in the field shall be determined by the Superintendent. The Superintendent shall have the authority to approve tuition reimbursement for undergraduate courses in computer technology and vocational educational programs, but no credit on the salary guide shall be given.
6. In the case of teachers who are not under tenure, the Board will reimburse for tuition to a maximum of nine (9) credits within one year, non-accumulative. The nine (9) credit limit expires on September 1st of the year in which the teacher will acquire tenure.
7. A year is defined as being from September 1st of one year to August 31st of the following year.
8. Fees are defined as including registration fees, special fees necessary to course taking, e.g. lab fees, parking fees, matriculation fees and thesis fees. No other fees will be reimbursed. The Board has final authority to determine relevancy of fees as it applies to course taking.
9. The Board agrees to implement and establish a Recruitment Committee to study and improve teacher recruitment. It is a function of this Committee to develop ways to utilize incumbent teachers who volunteer as recruiters. The Committee shall consist of the principal and two members appointed by the Association.
10. Any vocational teacher who is hired because of background in field shall be reimbursed by the above schedule for undergraduate courses needed to achieve a degree.

C. Secretarial employees will be eligible for reimbursement subject to each of the following provisions:

1. Course work for which reimbursement will be sought must have the prior approval of the School District Superintendent.
2. In order to be eligible for reimbursement, the course must be related to the employee's field of employment which will be determined by the Superintendent.
3. Items for reimbursement are those set forth in Section B. 3. above and that section will apply to secretarial employees.
4. Fees for reimbursement are those set forth in Section B. 8. above, and that section will apply to secretarial employees.

5. Reimbursement for 12 month secretaries will be limited to nine (9) approved credits within one year, non-accumulated. Reimbursement for 10 month secretaries will be limited to six (6) credits within one year, non-accumulated.
6. Reimbursement will be made by the Board upon submission by the secretary to the Superintendent of receipts for payment from the institution and bookstore. Payment will be made following submission by the secretary of evidence that the course has been satisfactorily completed for credit.
7. A year is defined as being from September 1st of one year to August 31st of the following year.

D. The Association and the Board agree to place a total dollar cap for the payment of tuition credits, fees and required textbooks in a total sum of \$65,000. Funds not expended shall revert to the Board of Education.

#### ARTICLE XXII

##### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A definition of the duties and responsibilities of all administrators, supervisors, and other personnel pertaining to student discipline shall be reduced to writing by the administration and presented to each teacher at the start of each school year.
- B. When, in the judgment of a teacher, a student by his immediate behavior requires the instant attention of an administrator, psychologist, physician or other specialist, the teacher shall so inform his/her immediate supervisor or the student's counselor.
- C. When, in the judgement of a teacher, a student by his immediate behavior seriously disrupts the instructional program to the detriment of other students, the teacher may immediately or temporarily exclude the student from the classroom and refer him to the appropriate administrator.
- D. A joint Student Behavior Committee, consisting of two members appointed by the Superintendent and two members appointed by the Association, shall be established to study and make recommendations for the disciplinary procedures of the school. Any recommendations from the Committee shall be submitted to the Instructional Council established pursuant to Article XV of this Agreement.
- E. The Committee may consult with or add additional teachers, professional advisor, parents, students, or other persons as desirable and appropriate.

## ARTICLE XXIII

### PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. In the absence of a certified person, an employee may use reasonable force as necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- C. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
- D.
  - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.
  - 2. Such notification shall be forwarded immediately to the Superintendent who shall comply with any reasonable request from the employee for information relating to the incident or the persons involved, and shall act appropriately as liaison between the employee, the police and the Courts.

## ARTICLE XXIV

### BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. Teachers purchasing materials and/or supplies with the advance approval of the Superintendent or immediate supervisor shall be reimbursed upon submission of an appropriate receipt of purchase.
- B. The classroom teacher shall be continually consulted on the selection of textbooks and related instructional materials.

## ARTICLE XXV

### EMPLOYMENT

- A. The parties of this Agreement concur with the present policy of making every attempt to hire only full certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.

- B. Each teacher shall be placed on his proper step of the salary schedule consistent with the terms of the contract.
- C. When any vacancy or new position occurs, notice of such vacancy or new position will be distributed to all employees. Employees who apply will be interviewed.
- D. Each employee shall be notified by the end of the school year of his assignment for the following school year.

#### ARTICLE XXVI

##### EMPLOYEE EVALUATION

- A. All teachers shall be evaluated in accordance with the educational laws or regulations of the State of New Jersey.
- B. An approved format is to be used in evaluating all secretarial employees and mechanics. The form is to be filled out by the immediate supervisor and reviewed with the employee.

#### ARTICLE XXVII

##### SUMMER SCHOOL - HOME INSTRUCTION AND FEDERAL PROGRAMS

- A. All openings for positions in the summer school, home instruction, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent. Summer school openings shall be publicized and teachers shall be notified of the action taken as soon as possible. Home instruction openings shall be posted as they occur.
- B. All of the provisions of this Agreement shall apply to teachers holding positions in the summer school, home instruction and/or under federal programs, except where clearly inapplicable.

#### ARTICLE XXVIII

##### EDUCATIONAL ENVIRONMENT

It is agreed that the prime activity of the school takes place in the classroom. Therefore, interruptions of the daily classroom activity and/or final examination periods by messenger and/or public address system and/or inter-communications system will be kept to an absolute minimum.

## ARTICLE XXIX

### INSURANCE PROTECTION

- A. 1. The Board will provide individual and full family health-care insurance coverage as provided by the New Jersey Public and School Employees Health Benefits Program.
- 2. Employees hired after September 1, 1992, will be required to pay ten dollars (\$10.00) per month toward the cost of enrolling dependents in the medical insurance program (\$120.00 per year).
- B. The Board of Education agrees to furnish each employee and their dependents with a co-pay prescription plan with a three dollar deductible. Effective April 1, 1992, or as soon thereafter as possible, the prescription insurance co-payment shall increase to five dollars (\$5.00).
- C. The Board agrees to provide family dental coverage including preventive and diagnostic at 100% pay, basic benefits at 80% pay after a \$25.00 deductible single/\$75.00 family, prosthodontics at 50% pay, and orthodontics at \$750.00 maximum.
- D. The Board will provide the co-pay New Jersey State Disability Insurance.

## ARTICLE XXX

### BOARD RIGHTS

The Board and the Association agree that except as modified by law and this Agreement, the Board of Education has the right:

- A. To direct employees of the school district;
- B. To hire, assign, retain, discipline or discharge employees of the school district;
- C. To maintain efficiency of the school district operation entrusted to it; and
- D. To determine methods, means and personnel by which such operations are to be conducted.

## ARTICLE XXXI

### RETIREMENT BENEFIT PROGRAM

The Board agrees to continue a Retirement Benefit Program. Retirement is defined as an employee collecting a pension.

#### 1. Eligibility:

All full-time employees who have accumulated a minimum of forty (40) unused sick days at the time of retirement from the district and who are collecting pension benefits pursuant to Title 18A:66-1 et seq. "Teacher Pension and Annuity Fund" or "Public Employee Retirement System."

#### 2. Exceptions:

No employee shall be entitled to the Retirement Benefit Program upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months work.

#### 3. Benefit:

Each eligible employee shall receive a retirement benefit of one day's salary (a benefit day) for each three days accumulated unused sick leave but not to exceed fifty (50) benefit days. The method of calculating the daily rate shall be 1/180th of the annual salary.

#### 4. Payment Dates:

Retirement benefit payments shall be made in a lump sum by July 1 next following the school year in which the eligible employee terminates. Such payment shall be in addition to such annual salary for the year in which he terminates.

#### 5. Accumulation Date:

The effective starting date for accumulating unused sick leave days is July 1, 1956.

#### 6. This Article is subject to change by reason of changes in the law, and it is expressly understood that it will be applied in accordance with the law.

#### 7. A stipend of five hundred dollars (\$500.00) shall be given to a full-time employee who has acquired seventy (70) unused accumulated sick days at the close of the school year in which said employee has accumulated seventy (70) days. The stipend shall be given to any particular employee only once.

8. A stipend of five hundred dollars (\$500.00) shall be given to a full-time employee who has acquired one hundred and ten (110) unused accumulated sick days at the close of the school year in which said employee has accumulated one hundred and ten (110) days. The stipend shall be given to any particular employee only once.

## ARTICLE XXXII

### MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, age, domicile, or marital status.
- E. Copies of this Agreement shall be reproduced at the expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed or considered for employment by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of this Agreement, either party shall do so by letter at the following addresses:

1. If by the Board to the Association:

President  
Hunterdon Central High School Education Association  
Hunterdon Central High School  
Flemington, New Jersey 08822

2. If by the Association to the Board:

Secretary  
Board of Education  
Hunterdon Central High School  
Flemington, New Jersey 08822

ARTICLE XXXIII

REDUCTION IN FORCE

- A. The parties recognize that the provisions contained in Article XXXIII, Reduction in Force, are presently unenforceable.
- B. The Association recognized the right of the Board of Education to reduce the number of employees in the district in accordance with Title 18A of the Laws of New Jersey.
- C. If a reduction in personnel is being considered, the Board shall notify and consult with the Association as soon as practicable, but not later than April 1 prior to when the lay-off is to take place. The Board shall state to the Association the reasons for determining that a reduction of staff is deemed necessary.
- D. Non-tenured teachers will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of non-tenured teachers.
- E. In the event teachers must be laid off, layoff will be on the basis of seniority and certification, except as provided for in C. above.
- F. In the cases of teachers with the same seniority, the level of certification shall be standard. Those with less than standard certification shall be considered for layoff before anyone with standard certification.
- G. In the case of identical certification, the accumulation of credits toward standard certification shall be the criteria used with the highest number of credits achieved receiving a preference.

- H. In a case of all of the above factors being equal, teachers shall be considered on the basis of their evaluation and ratings with the least satisfactory to be released from service first.
- I. It is expressly understood that the Association shall have the right to review a layoff list prior to notification of the individual teachers to be laid off. In the event of a disagreement concerning the layoff list, the Association shall have the right to meet with the Superintendent prior to notification of the individual teachers and prior to the notification deadline of April 30.
- J. Non-tenured teachers being laid off shall maintain their accumulated sick leave during the one year within which they remain on the recall list. A year for the purpose of this Article shall be defined as October 1 to September 30 of the subsequent contract year.
- K. If a teacher who is laid off is recalled to the district and accepts reemployment, upon return to the district the employee shall assume the step position on the salary schedule which the employee would have held had the employee been actively employed in the district to a maximum of one (1) year's credit. No teacher may receive one (1) year's credit unless the employee works a minimum of ninety-one (91) days during the school year.
- L. No non-tenured teacher who is laid off and subsequently recalled can receive credit for the time in which the employee spent while laid off, and the employee may not acquire tenure until the employee has met the statutory requirements as set forth in Title 18A.
- M. Seniority for the purpose of this Article shall be defined as non-terminated years of employment in the district.
- N. A seniority list shall be prepared by the Board and presented to the Association which includes all full-time teachers who are within the bargaining unit.
- O. It is expressly agreed that teachers who are on leaves of absence will be considered as being within the bargaining unit for the purposes of this Article.
- P. Termination of employees due to lack of performance, reassignments and/or transfer which occur within the district are not to be construed as applying to this Article and are expressly excluded. No other rights or benefits shall be deemed to be granted to a laid off teacher other than those defined herein, and all others are expressly excluded.
- Q. Recall. Teachers shall be recalled in inverse order of layoff for position openings for which they are certified and qualified in accordance with the following:

1. If a position exists within the district for which the teacher is certified pursuant to this Agreement, the teacher shall be notified by certified mail. Within ten (10) days of receipt of a written offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that the employee has declined the position. If a teacher accepts the position the employee is offered, the employee shall be granted sufficient time to fulfill the requirements of the contract the employee is required under or if the employee does not have contract requirements to fulfill, the employee shall have twenty (20) days from receipt of the offer to return to work.
2. All teachers placed on layoff and the Association shall be notified by certified mail on or before April 30 of their position on the recall list and be given an opportunity to remain on the recall list for the following school year.
3. No new staff shall be hired until all properly certified staff members who were on the recall list have been offered an opportunity in writing to return to employment with the district.
4. In the event that more than one (1) person occupies the same position on the recall list, the Superintendent shall, in the presence of the Association representative, draw the names in order of ranking to establish a register of recall for positions which may become available and for which they are qualified and certified.
5. The recall list shall be maintained by the personnel office for the following school year. It shall be the teacher's responsibility to maintain a current address with the personnel office. Said teacher waives any responsibility of the Board if when contacted by the district, the employee does not state in writing the employee's intent to return to the district upon being offered an opening of a position for which the employee is qualified. If a teacher cannot be contacted because of a failure to leave a current address, the Board of Education is relieved of its responsibilities to the teacher and any rights to be recalled are terminated.

#### ARTICLE XXXIV

##### UNION SECURITY CLAUSE

- A. Upon the request of the Association, the Board shall deduct a representative fee from the wages of each employee who is not a member of the Association.

- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after cancelling their membership in the Association.
- C. The amount of said representation fee shall be certified to the Board of Education by the Association within five (5) working days after the effective date of this Article, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its members.
- D. The Association agrees to indemnify and hold the Board of Education harmless against any liability, cause of action, or claims of loss whatsoever, arising as a result of said deductions.
- E. The Board of Education shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and (3) (L. 1979 c. 477) and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Board of Education shall immediately cease making such deductions.

#### ARTICLE XXXV

#### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991, and shall continue in effect until June 30, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective secretaries.

HUNTERDON CENTRAL REGIONAL H.S.  
EDUCATION ASSOCIATION

By: Thomas P. Ryan  
President

By: Antoinette Pellegrante  
Secretary

HUNTERDON CENTRAL REGIONAL H.S.  
BOARD OF EDUCATION

By: Robert E. Smith  
President

By: Sydney Simon  
Secretary

Date: April 16, 1992

Date: April 16, 1992

SECRETARIAL SALARY GUIDE

1991 - 1992

<u>90-91</u> <u>Step</u>	<u>91-92</u> <u>Step</u>	<u>A</u>	<u>B</u>
	1	16,961	18,725
1	2	18,182	20,073
2	3	18,728	20,675
3	4	19,290	21,295
4	5	19,867	21,934
5	6	20,463	22,592
6	7	21,078	23,270
7	8	21,710	23,968
8	9	22,362	24,687
9	10	23,032	25,428
10	11	23,723	26,190
11	12	24,435	26,976
12	13	25,168	27,785
13	14	25,923	28,619

1992 - 1993

<u>91-92</u> <u>Step</u>	<u>92-93</u> <u>Step</u>	<u>A</u>	<u>B</u>
	1	16,961	18,725
1	2	18,148	20,036
2	3	19,455	21,478
3	4	20,039	22,122
4	5	20,640	22,786
5	6	21,258	23,470
6	7	21,896	24,174
7	8	22,553	24,899
8	9	23,230	25,646
9	10	23,927	26,415
10	11	24,644	27,208
11	12	25,384	28,023
12	13	26,146	28,864
13	14	26,930	29,730
14	15	27,738	30,623

**1991/92 TEACHER SALARY GUIDE**

90/91		81/92		TCH							
STEP	STEP	EXP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	
	1	1st	26879	27385	28476	29312	30173	31062	31978	32923	
1	2	2nd-4th	28391	29177	29988	30624	31885	32574	33490	34435	
2	3	5th-7th	29758	30567	31441	32323	33231	34167	35134	36128	
3	4	8th-9th	31201	32073	32974	33902	34859	35846	36863	37912	
4	5	10th	32719	33639	34588	35668	36575	37615	38888	39793	
5	6	11th-12th	34319	35289	36280	37321	38384	39481	40610	41777	
6	7	13th-14th	36006	37029	38063	39170	40291	41446	42636	43865	
7	8	15th-16th	37784	38862	39974	41116	42289	43517	44772	46066	
8	9	17th-18th	39658	40794	41959	43173	44416	45720	47022	48380	
9	10	19th-20th	41633	42830	44064	45337	46648	48000	49395	50833	
10	11	21st	43714	44975	46276	47617	49000	50428	51894	53409	
11	12	22nd-25th	46155	47492	48872	50293	51758	53270	54828	56473	
12	13	26st	49091	50519	51993	53611	55076	56690	58353	60068	

**1992/93 TEACHER SALARY GUIDE**

91/92		82/93		TCH							
STEP	STEP	EXP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	
	1	1st	28362	29178	29958	30828	31686	32575	33491	34436	
1	2	2nd	30035	30821	31632	32468	33329	34218	35134	36079	
2	3	3rd-5th	31547	32333	33114	33880	34841	35730	36646	37501	
3	4	6th-8th	32914	33743	34597	35478	36387	37323	38290	39284	
4	5	9th-10th	34357	35229	36130	37058	38015	38002	40019	41068	
5	6	11th	35875	36795	37744	38722	39731	40771	41844	42949	
6	7	12th-13th	37475	38445	39446	40477	41540	42637	43766	44933	
7	8	14th-15th	39162	40169	41239	42328	43447	44602	45792	47021	
8	9	16th-17th	40940	42018	43130	44274	45455	46673	47928	49222	
9	10	18th-19th	42814	43950	45115	46329	47572	48878	50178	51542	
10	11	20th-21st	44789	45966	47220	48493	49804	51156	52551	53989	
11	12	22nd	46870	48191	49432	50773	52156	53582	55050	56665	
12	13	23rd-26th	49311	50645	52028	53448	54914	56426	57982	59629	
13	14	27th +	52247	53676	55149	58867	58232	59846	61509	63224	

TEACHER AIDE SALARY GUIDE

1991 - 1992  
1992 - 1993

<u>90-91</u>	<u>Step</u>	<u>1991-92</u>	<u>1992-93</u>
13,713	1	14,389	15,059
14,066	2	14,769	15,468
14,419	3	15,149	15,877
14,772	4	15,529	16,285
15,838	5	15,909	16,694
16,903	6	17,058	17,103
18,200	7	18,205	18,337
19,497	8	19,601	19,570
20,794	9	20,998	21,072
22,092	10	22,395	22,573
	11	23,793	24,075
	12		25,578

OTHER CLASSIFICATIONS

Shipping/Receiving	28,068	30,033
AV Technician	24,123	25,817
Safety/Science Aide	29,758	32,914
Mechanic I	15.01/hr	16.07/hr
Mechanic II	12.87/hr	13.78/hr

SCHEDULE C1991-93

	Student Council	\$ 5000**
95*	LAMP	4750
	Marching Band Director	4750
85*	ECHO	4250
75*	Assistant Band Director/Advisor	3750
	Musical Dramatic Advisor	3750
65*	Musical - Vocal Advisor	3250
55*	Dramatics Coordinator	2750
	Director - Lower School Play	2750
	Director - Upper School Play	2750
	Cabaret - Vocal	2750
	Cabaret - Instrumental	2750
	Cabaret - Dramatic	2750
	Musical - Instrumental	2750
	Academic Competition	2750
50*	Advisor - Vocal Music	2500
	Advisor - Instrumental Music	2500
45*	Freshman Class Advisor	2250
	Mock Trial	2250
40*	Musical Choreographer	2000
35*	Director - Thespian	1750
	Director - Children's Show	1750
	Technical - Lower School Play	1750
	Technical - Upper School Play	1750
	Technical - Cabaret	1750
	Musical - Set Construction	1750
	Key Club	1750
	Interact	1750
	Honor Society	1750
	Ski Club	1750
	Debate and Forensics	1750
25*	HOUSA, FFA, DECA, Chess, FBLA, VICA	1250
	Math League	1250
	Musical - Business Manager	1250
	Summer Band Camp	1250
	Science League	1250
	History Club	1250
	Chemistry Olympics	1250
	Physics Olympics	1250
15*	Summer Equipment Manager	750
	Musical - Set Design	750
	Musical - Costumes	750

\*\* Student Council - Plus one (1) free period.

NOTES:

1. Each Student Council Advisor shall receive one unassigned period during each school day in addition to his/her usual professional preparation period.
2. Teachers hired to fill positions with past experience in the extra-curricular field shall have that experience apply to the Hunterdon Central High School Extra-Curricular compensation schedule.
3. For the activities paid on the basis of experience levels, advancement to the experienced level may be withheld if, in the opinion of the immediate supervisor, performance has been inadequate.
4. The above figures are minimum. The school district may pay amounts above those indicated.

SCHEDULE D

ATHLETIC ACTIVITIES

1991-1993

100% Football	\$ 5000
75% Defensive Coordinator	3750
65% Assistant Coach	3250
95% Basketball	4750
65% Assistant	3085
95% Wrestling	4750
65% Assistant	3085
85% Baseball	4250
65% Assistant	2762
Softball	4250
Assistant	2762
Soccer	4250
Assistant	2762
Lacrosse	4250
Assistant	2762
Field Hockey	4250
Assistant	2762
Track (Spring)	4250
Assistant	2762
Gymnastics	4250
Assistant	2762
75% Cross Country	3750
65% Assistant	2437
Golf	3750
Track (Winter)	3750
Assistant	2437
Tennis	3750
Assistant	2437
Swimming	3750
Assistant	2437

1991-1993

60% Cheerleading	3000
75% Assistant	2250
55% Intramurals	2750
Strength Coach	2750

During the period from September 1, 1991, through June 30, 1993, exceptions to the above rates may apply. These exceptions are noted in the Memorandum of Agreement.